

Embassy of the United States of America Tokyo, Japan

November 12, 2010

Dear Prospective Quoters:

SUBJECT: Solicitation Number SJA800-11-Q-1030

Door Replacement Services

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining door replacement services for the American Embassy Apartment Compound in Tokyo, Japan.

1. Site Visit

- a. The Embassy intends to hold a pre-quotation briefing and site visit from 2:30 p.m. to on/about 4:00 p.m., Tuesday, November 30, 2010. Participants shall meet at the Grew Gate of American Embassy Apartment Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo.
- b. All interested offerors who wish to attend must submit individual name(s), company name/address, and telephone/fax numbers (and email address, if any) to Jin Yoshikawa at FAX 03-3224-5179 or email YoshikawaJX@state.gov, by no later than 12:00 noon, Friday, November 26, 2010, to arrange entry to the compound.

2. Questions

Following the Site Visit, interested quoters may submit questions in regard to this solicitation by COB Thursday, December 2, 2010 (local time), only via FAX at 03-3224-5179 or email at YoshikawaJX@state.gov. All questions will be consolidated and one response will be disseminated to all parties concerned.

3. Quotations

a. Quotations must be received by no later than 4:00 p.m., Monday, December 13, 2010 (local time), at the following address. No proposals will be accepted after this time.

Contracting Officer American Embassy-Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420

- b. In order for a quotation to be considered, you must complete and submit the following (see subsection 3.1.2 Summary of Instructions of the solicitation for details):
 - (1) Standard Form 1449;
 - (2) Contract Price;
 - (3) SECTION 5: Offeror Representations and Certifications; and
 - (4) Information demonstrating the quoter's ability to perform.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the solicitation process.

Sincerely,

Michael D. Lampel Contracting Officer

Enclosure:

Solicitation SJA800-11-Q-1030

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SECTION 1: The Schedule

- 1.1 Standard Form (SF) 1449, the first page.
- 1.2 Continuation to SF-1449, Solicitation Number SJA800-11-Q-1030, Blocks 23, Unit Price, and 24, Amount
 - 1.2.1 Scope of Services
 - a. The Contractor shall furnish and replace entrance, back, and balcony doors for apartments at the American Embassy Apartment Compound (also known as the Mitsui Housing Compound), located at 2-1-1 Roppongi, Minato-ku, Tokyo.
 - b. The Government will order all work by issuing Task Orders.
 - c. This is an indefinite-delivery indefinite-quantity (IDIQ) type contract under which may be placed firm-fixed price Task Orders.

d. The performance period of this contract is from the date of the Contracting Officer's signature and continuing for 12 months, with three one-year options to renew.

1.2.2 Contract Price - General

- a. The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, required under this contract, for door replacement services. This price listed below shall include all labor, materials, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), and profit.
- b. The Government will make payment in Japanese Yen.
- c. The American Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.
- 1.2.3 Base Period Prices starting on the date of the Contracting Officer's signature and continuing for a period of 12 months.
 - a. The fixed unit prices, estimated quantities, and ceiling for each category are:

	Estimated	<u></u> *		Estimated
Description	Quantity	x <u>Unit I</u>	Price =	Total
Entrance door (see subsection 1.3.		¥	/set	¥
Back door (see subsection 1.3.		¥	/set	¥
Balcony door (see su	bsection	1.3.5)		
a) Aluminum sash colo interior sides				¥
			or side	
	5	¥	/set	¥
	Estim	nated Gran	d Total:	¥
1	Entrance door (see subsection 1.3. Back door (see subsection 1.3. Balcony door (see subsection 1.3.) Aluminum sash colo interior sides Aluminum sash colo	Description Quantity Entrance door 14 (see subsection 1.3.3) Back door 5 (see subsection 1.3.4) Balcony door (see subsection Aluminum sash color - white interior sides 10 Aluminum sash color - white and KLB color on interior sides 5	Entrance door 14 ¥ (see subsection 1.3.3) Back door 5 ¥ (see subsection 1.3.4) Balcony door (see subsection 1.3.5) Aluminum sash color - white on extering interior sides 10 ¥ Aluminum sash color - white on extering and KLB color on interior sides 5 ¥	Description Quantity × Unit Price = Entrance door 14 ¥ /set (see subsection 1.3.3) Back door 5 ¥ /set (see subsection 1.3.4) Balcony door (see subsection 1.3.5) Aluminum sash color - white on exterior and interior sides 10 ¥ /set Aluminum sash color - white on exterior side and KLB color on interior sides

^{*}This estimated quantity is based on total estimated Government requirements for this period of performance.

b.	Contract	Minimum	and	Maximum	Amounts

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The Government shall place orders totaling a minimum of one set of entrance, back, or balcony door. This reflects the contract minimum for this period of performance.

(2) Maximum

The amount of all orders shall not exceed 44 sets of the combination of entrance, back, and balcony doors. This reflects the contract maximum for this period of performance.

- 1.2.4 First Option Period Prices starting one year after the date of the Contracting Officer's signature and continuing for a period of 12 months.
 - a. The fixed unit prices, estimated quantities, and ceiling for each category are:

Line		Estimated	*		Estimated
Item	Description	Quantity	x Unit P	rice =	Total
01	Entrance door (see subsection 1.3.		¥	/set	¥
02	Back door	5	¥	/set	¥
02	(see subsection 1.3.	•	*		<u> </u>
	(bee bubbeetion 1.5.	1)			
03	Balcony door (see su	bsection 1	1.3.5)		
(a	a) Aluminum sash colo:	r - white	on exteric	or and	
()	interior sides	10		/set	¥
	incerior brack	10	-	, 500	<u>-</u>
(b	and KLB color on in			or side	
		5	¥	/set	¥
		Estim	ated Grand	l Total:	¥

^{*}This estimated quantity is based on total estimated Government requirements for this period of performance.

b. Contract Minimum and Maximum Amounts

(1) Minimum

The Government shall place orders totaling a minimum of one set of entrance, back, or balcony door. This reflects the contract minimum for this period of performance.

- (2) Maximum
- The amount of all orders shall not exceed 44 sets of the combination of entrance, back, and balcony doors. This reflects the contract maximum for this period of performance.
- 1.2.5 Second Option Period Prices starting two years after the date of the Contracting Officer's signature and continuing for a period of 12 months.
 - a. The fixed unit prices, estimated quantities, and ceiling for each category are:

Line		Estimated	<u> </u> *		Estimated
Item	Description	Quantity	x <u>Unit</u>	Price =	Total
01	Entrance door (see subsection 1.3.	14	¥	/set	¥
02	Back door (see subsection 1.3.	5 4)	¥	/set	¥
03	Balcony door (see su	bsection	1.3.5)		
(a) Aluminum sash color interior sides			rior and /set	¥
(b) Aluminum sash color and KLB color on in			rior side	
		5	¥	/set	¥
		Estim	ated Gra	and Total:	¥

*This estimated quantity is based on total estimated Government requirements for this period of performance.

- b. Contract Minimum and Maximum Amounts
 - (1) Minimum

The Government shall place orders totaling a minimum of one set of entrance, back, or balcony door. This reflects the contract minimum for this period of performance.

(2) Maximum

The amount of all orders shall not exceed 44 sets of the combination of entrance, back, and balcony doors. This reflects the contract maximum for this period of performance.

a. Base Period (1.2.3.a):	¥
b. First Option Period (1.2.4.a):	¥
c. Second Option Period (1.2.5.a):	¥
Grand Total Amount:	¥

1.2.6 Grand total amount of Base Period plus option periods.

- 1.3 Continuation to SF-1449, Solicitation Number SJA800-11-Q-1051, Block 20, Schedule of Supplies/Services
 - 1.3.1 Scope of Work
 - a. The purpose of this indefinite-delivery indefinite-quantity (IDIQ) type contract is to obtain door replacement services for apartments at the American Embassy Apartment Compound (also known as the Mitsui Housing Compound), located at 2-1-1 Roppongi, Minato-ku, Tokyo.
 - b. The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.
 - 1.3.2 General Requirement
 - a. Materials, Appliances, Employees, and Workmanship
 Unless otherwise stipulated, the Contractor shall provide all
 materials, labor, tools, equipment, transportation, and other
 facilities necessary for the execution and completion of the work.
 Unless otherwise specified, all materials and work shall meet or
 exceed Standards, Japan Industrial Standards (JIS) and Japan
 Architectural Specification Standards (JASS). The Contractor
 shall at all times enforce strict discipline and good order among
 its employees, and shall not employ any unfit person or anyone not
 skilled in the work assigned. All the work covered by this
 contract shall be performed and accomplished in a professional
 manner of the respective trades.
 - b. Schedule of Work

The Contracting Officer' Representative (COR) will send a work order in advance prior to the service based on make ready schedule for vacant apartments. Work shall be performed on Monday through Friday, from 08:30 to 17:30 hours, excluding American and Japanese holidays unless approved from the COR.

- c. Contractor's Submittal: The Contractor shall submit the material sample and personnel and vehicle numbers to the COR for approval.
- d. Inspection and Acceptance by the COR
 The COR or COR's designee has a right to inspect and test all the
 contracted work in progress or completed; therefore, the
 Contractor shall accept the inspection by the COR or COR's
 designee. If any of the work does not conform to the contract
 requirements and specifications, the Government may require the
 Contractor to perform the services again in conformity with the
 contract requirements and specifications, at no additional cost to
 the Government.

e. Guarantee

The Contractor shall guarantee all the work completed under this contract against any defects resulting from the Contractor's performance and/or Contractor furnished materials for the period of one year after final inspection and acceptance of the work by the COR. During the guarantee period of one year, the Contractor shall correct any found defects attributed to the Contractor's responsibilities accordingly at no additional cost to the Embassy.

- f. Electricity and Water
- Both 240V 3-phases and 115V single phase at the Mitsui Housing Compound site are available. City water is also available from the faucets/bibcock outside/inside the residence buildings. Electricity and water are provided at no cost to the Contractor during the construction. Both shall be utilized solely for the contracted work, never for any other purpose.
- g. Debris produced from the work shall be disposed on a daily basis outside the Compound site in compliance with applicable local codes for the industrial general waste disposal. The Contractor shall at all times keep the premises free from accumulation of waste materials, rubbish, and/or debris derived from the work or the Contractor's employee, and at the completion of each work day, shall restore the work site to be neat and clean.
- h. Floor covering with blue sheet and plywood at the entrance for the floor protection purpose is required before starting the work.
- 1.3.3 Replacement of Entrance Door for Temple and Mitsui Townhouses
 - a. The Contractor shall -
 - (1) remove and dispose of the existing entrance wooden door;

- (2) remove the existing hinges and self door closer and return them to the general maintenance shop;
- (3) remove and re-install the lock set, hasp lock, and copper kick plate; and
- (4) remain the door jamb/header.
- b. The Contractor shall -
 - (1) fabricate approximate W910XH2100mm steel door to fit in the existing doorjamb/header;
 - (2) take the precise measurement of the doorframe for the door fabrication;
 - (3) use 1.5mm thickness steel plates and fill the insulation in the hollow spaces;
 - (4) install new peek hole at 1,400mm height;
 - (5) install a weather strip at the bottom of the door; and
 - (6) use the baked paint on the steel door to be matched with the existing color.
- c. The Contractor shall install the existing SARGENT lock set.
- $\ensuremath{\text{d}}.$ The Contractor shall furnish door hinges and self closer for the steel door.
- e. The Contractor shall remove and install Contractor-furnished new weather strips along the door frame.
- f. The Contractor shall perform the installation in one working day per one set.
- 1.3.4 Replacement of Back Doors for Mitsui Townhouses
 - a. The Contractor shall -
 - (1) remove and dispose of the existing wooden framed glass door;
 - (2) remove the existing hinges and self door closer and return them to the general maintenance shop;
 - (3) remove and re-install the lock set, hasp lock, and copper kick plate; and
 - (4) remain the door jamb/header.

- b. The Contractor shall -
 - (1) fabricate approximate W810XH2100mm steel door to fit in the existing doorjamb/header;
 - (2) take the precise measurement of the doorframe for the door fabrication;
 - (3) use 1.5mm thickness steel plates and fill the insulation in the hollow spaces;
 - (4) install the upper glass matched the size and design in the existing;
 - (5) furnish and install the 6m/m colorless Scattered Resistance Window Film (SRWF) SUMITOMO 3M ULTRA 600 on the attack side of door glass;
 - (6) install a weather strip at the bottom of the door; and
 - (7) use the baked paint on the steel door to be matched with the existing color.
- c. The Contractor shall install the existing SARGENT lock set.
- d. The Contractor shall furnish door hinges and self closer for the steel door.
- e. The Contractor shall remove and install Contractor-furnished new weather strips along the door frame.
- f. The Contractor shall perform the installation in one working day per one set.
- 1.3.5 Replacement of Balcony Doors for Towers and Townhouses
 - a. The Contractor shall remove and dispose of the existing wooden glass door at the Contractor's expense and remain the associated doorframe.
 - b. The Contractor shall fabricate an aluminum door equivalent to the MONORISU series from SHIN NIKKEI for the door design and specification.

Possible size of the door:

Door Wide: 810 - 910mm
Door Height: 2100 - 2120mm

Door Thickness: 40mm

Glass Wide: 550 - 650mm

Glass Height: 1880 - 1900mm

- c. The Contractor shall furnish the following hardware.
 - (1) Lever-handle with lock set manufactured by MIWA LOCK.
 - (2) No key lock is required.
 - (3) Door closer, MIWA LOCK M603P.
 - (4) Three hinges per door.
- d. The Contractor shall replace the weather strip around the doorframe with Contractor-furnished new one.
- e. The Contractor shall furnish and install the 6m/m colorless Scattered Resistance Window Film SUMITOMO 3M ULTRA 600 on the attack side of door glass.

1.3.6 Insurance

1.3.6.1 Amount of Insurance

The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

- 1.3.6.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
 - a. Bodily injury stated in Japanese Yen:

Per Occurrence \(\pm\)30,000,000 Cumulative \(\pm\)90,000,000

b. Property damage stated in Japanese Yen:

Per Occurrence ¥5,000,000 Cumulative ¥15,000,000

- 1.3.6.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- 1.3.6.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United

States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

- 1.3.6.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:
 - a. any property of the Contractor,
 - b. its officers,
 - c. agents,
 - d. servants,
 - e. employees, or
 - f. any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

- 1.3.6.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- 1.3.6.7 Government as Additional Insured
 The general liability policy required of the Contractor shall name
 "the United States of America, acting by and through the
 Department of State," as an additional insured with respect to
 operations performed under this contract.
- 1.3.6.8 Time for Submission of Evidence of Insurance
 The Contractor shall provide evidence of the insurance required
 under this contract within 10 calendar days after contract award.
 The Government may rescind or terminate the contract if the
 Contractor fails to timely submit insurance certificates
 identified above.

1.3.7 Laws and Regulations

- 1.3.7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 1.3.7.2 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

1.3.8 Quality Assurance Plan (QAP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
Services	Paragraphs 1.3	All required services
Performs all door	through	are performed and no
replacement services set	1.3.5.e.	more than one customer
forth in the Schedule of		complaint is received
Supplies/Services.		per month.

1.3.8.1 Surveillance

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

1.3.8.2 Standard

The performance standard is that the Government receives no more than one customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

1.3.8.3 Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2: Contract Clauses

- 2.1 Contract Clauses
 - 2.1.1 FAR 52.212-4 Contract Terms and Conditions Commercial Items
 (JUN 2010) is incorporated by reference. (See SF-1449, block 27a.)
 None.
 - 2.1.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (OCT 2010)
 - (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) $\underline{52.222-50}$, Combating Trafficking in Persons (Feb 2009) $\underline{(22~U.S.C.~7104\,(g))}$. [] Alternate I (Aug 2007) of $\underline{52.222-50}$ ($\underline{22~U.S.C.}$ 7104 $\underline{(g)}$).
 - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
 - (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [$\sqrt{\ }$] (1) $\frac{52.203-6}{}$, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- [] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- [] (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).
- [$\sqrt{\ }$] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub L. 109-282) (31 USC 6101 note)
- [] (5) (20) Reserved
- [$\sqrt{\ }$] (21) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- [] (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [] (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [] (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- [] (25) $\underline{52.222-36}$, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [] (26) <u>52.222-37</u>, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- [] (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [] (29) $\underline{52.223-15}$, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [] (30) (i) <u>52.223-16</u>, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- [] (ii) Alternate I (DEC 2007) of 52.223-16.
- [$\sqrt{\ }$] (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513).
- [] (32) Reserved
- [] (33)(i) 52.225-3, Buy American Act—Free Trade Agreements— Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C.

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3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-
     286, 109-53 \text{ and } 109-169).
        (ii) Alternate I (Jan 2004) of 52.225-3.
  [ (iii) Alternate II (Jan 2004) of 52.225-3.
   ] (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501,
     et seq., 19 U.S.C. 3301 note).
[\sqrt{\ }] (35) 52.225-13, Restrictions on Certain Foreign Purchases
     (June 2008) (E.O.'s, proclamations, and statutes
     administered by the Office of Foreign Assets Control of the
     Department of the Treasury).
   ] (36) - (37) Reserved
   (38) 52.232-29, Terms for Financing of Purchases of
     Commercial Item (FEB 2002) (41 USC 255(f), 10 USC 2307(f)).
   ] (39) 52.232-30, Installation Payments of Commercial Item
     (OCT 1995) (41 USC 255(f), 10 USC 2307 (f)).
  ] (40) 52.232-33, Payment by Electronic Funds Transfer-
     Central Contractor Registration (Oct 2003)
     (31 U.S.C. 3332).
[ \sqrt{\phantom{a}} ] (\overline{41}) 52.232-34, Payment by Electronic Funds Transfer-Other
     than Central Contractor Registration (MAY 1999)
     (31 U.S.C. 3332).
    ] (42) - (43) Reserved
   (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag
     Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and
     10 U.S.C. 2631).
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(c) Reserved

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at $\underline{52.215-2}$, Audit and Records—Negotiation.

[(ii) Alternate I (Apr 2003) of 52.247-64.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final

termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) [Note: this paragraph applies only if award is made to a US Firm.] Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5m for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) Reserved.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - (vi) $\frac{52.222-36}{\text{Disabilities}}$, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
 - (vii) Reserved.
 - (viii) $\frac{52.222-41}{(41 \text{ U.S.C.} 351, et seq.)}$. (Nov 2007)
 - (ix) $\frac{52.222-50}{(22 \text{ U.S.C.} 7104(g))}$. Combating Trafficking in Persons (Feb 2009)
 - [] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration,

- or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) $\frac{52.222-53}{\text{Contract}}$, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- 2.2 Addendum to Contract Clauses FAR and DOSAR Clauses not
 prescribed in Part 12
 - 2.2.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://acquisition.gov/far/index.html
http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

2.2.2 The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

Clause	Title	and	Date
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- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance Work on a Government Installation (JAN 1997)
- 2.2.3 The following FAR clauses are incorporated in full text:

2.2.3.1 FAR 52.216-18 Ordering (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

2.2.3.2 FAR 52.216-19 Order Limitations (OCT 1995)

(a) Minimum Order

When the Government requires supplies or services covered by this contract in an amount of less than one set of entrance, back, or balcony door, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order

The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of 44 sets of door replacement;
- (2) Any order for a combination of items in excess of 44 sets of door replacement; or
- (3) A series of orders from the same ordering office within three working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

2.2.3.3 FAR 52.216-22 Indefinite Quantity (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

- 2.2.3.4 FAR 52.217-8 Option to Extend Services (NOV 1999)
 The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months.
 The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.
- 2.2.3.5 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
 - (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
 - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.
- 2.2.3.6 FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

- 2.2.4 The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:
 - 2.2.4.1 Contractor Identification (JUL 2008)
 Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
- 2.2.4.2 DOSAR 652.216-70 Ordering Indefinite-delivery Contract (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule Continuation; or,
- (b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.
- 2.2.4.3 DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)
 - (a) General

The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission

remittance address is shown below:

The contractor shall submit invoices in one original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address
The Government will make payment to the contractor's address
stated on the cover page of this contract, unless a separate

(The Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.)

- 2.2.4.4 DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave (APR 2004)
 - (a) The Department of State observes the following days as holidays:

U.S. Federal Holidays;

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*1st January, unless this day falls on a weekend (New Year's Day),
third Monday in January (Martin Luther King, Jr. Day),
third Monday in February (President's Day),
last Monday in May (Memorial Day),
4th July, unless this day falls on a weekend, (Independence Day),
first Monday in September (Labor Day),
second Monday in October (Columbus Day),
11th November unless this day falls on a weekend (Veteran's Day),
fourth Thursday in November (Thanksgiving Day), and
25th December, unless this day falls on a weekend (Christmas Day).
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Japanese National Holidays;

Birthday or Tennou Tanjou-bi)

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*1st January, (New Year's Day or Ganjitsu),
second Monday in January (Adult's Day or Seijin-no-hi),
11th February, unless this day falls on Sunday (National
 Foundation Day or Kenkoku Kinen-no-hi),
21st March, unless this day falls on Sunday (Spring Vernal
 Equinox Day or Shunbun-no-hi),
29th April, unless this day falls on Sunday (Showa-no-hi),
3rd May, unless this day falls on Sunday (Constitution Day or
 Kenpou Kinen-bi),
4th May, unless this day falls on Sunday (Greenery Day or
 Midori-no-hi),
5th May, unless this day falls on Sunday (Children's Day or
 Kodomo-no-hi),
third Monday in July (Marine Day or Umi-no-hi),
third Monday in September (Respect for the Aged Day or Keirou-
 no-hi),
23rd September, unless this day falls on Sunday (Autumn Vernal
 equinox Day or Shuubun-no-hi),
second Monday in October (Health Sports Day or Taiiku-no-hi),
3rd November, unless this day falls on Sunday (Culture Day or
 Bunka-no-hi)
23rd November, unless this day falls on Sunday (Labor
 Thanksgiving Day or Kinrou Kanshya-no-hi), and
23rd December, unless this day falls on Sunday (Emperor's
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*Day that holiday overlaps in both countries.

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- 2.2.4.5 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)
 - (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is the Facility Manager at the American Embassy in Tokyo.
- 2.2.4.6 DOSAR 652.225-71 Section 8(a) of the Export Administration Act of 1979, As Amended (AUG 1999)
 - (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
 - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a) (1) (6) above:
 - (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
 - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in

negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.
- 2.2.4.7 DOSAR 652.242-73 Authorization and Performance (AUG 1999)
 - (a) The contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,

- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3: Solicitation Provisions

- 3.1 Solicitation Provisions
 - 3.1.1 FAR 52.212-1, Instructions to Offerors Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a.)

Addendum to 52.212-1: none

- 3.1.2 Summary of Instructions
 - 3.1.2.1 The offeror/quoter shall complete and submit $\underline{\text{one original}}$ copy of the following:
 - (a) Standard Form (SF) 1449 (complete blocks 12, 17a, 30a, 30b, and 30c as appropriate);
 - (b) Contract Price (complete subsections 1.2.3.a, 1.2.4.a, 1.2.5.a, and 1.2.6); and
 - (c) SECTION 5 (complete all applicable portions of the SECTION, pages 30 to 38).
 - 3.1.2.2 The offeror/quoter shall provide <u>one original copy</u> of the information demonstrating the offeror's/quoter's ability to perform, including:
 - (a) name and qualifications relevant to this requirement of the proposed Project Manager;
 - (b) evidence that the quoter operates an established business with a permanent address and telephone listing;
 - (c) list of clients, demonstrating prior experience with relevant past performance information and references;
 - (d) evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

- (e) evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in SECTION 2);
- (f) company brochure;
- (g) three years of the latest financial statements (balance sheets); and
- (h) a copy of the Certificate of Insurance or a statement that the offeror/quoter will get the required insurance and the name of the insurance provider to be used.
- 3.2 Addendum to Solicitation Provisions FAR and DOSAR Provisions not prescribed in Part 12
 - 3.2.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://acquisition.gov/far/index.html/
http://farsite.hill.af.mil/search.htm

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

3.2.2 The following Federal Acquisition Regulation solicitation (FAR) provisions are incorporated by reference:

Clause	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.209-7 52.209-8	Information Regarding Responsibility Matters (APR 2010) Updates of Information Regarding Responsibility Matters (APR 2010)
52.214-34 52.237-1	·

facsimile at fax number 03-3224-5179 to arrange entry to the compound.

3.2.3 The following Department of State Acquisition Regulation (DOSAR) provision is provided in full text:

DOSAR 652.206-70 Competition Advocate/Ombudsman (AUG 1999) (Deviation)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the

Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4: Evaluation Factors

4.1 Evaluation Factors

- a. Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including SECTIONs 1 and 5; and other documents required in subsection 3.1.2 Summary of Instructions.
- b. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- c. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "subsection 1.2.2 Contract Price General," and arriving at a grand total amount, including all options.
- d. The Government will determine acceptability by assessing the offeror's compliance with the terms of the solicitation to include the technical information required by SECTION 3.
- e. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - (1) adequate financial resources or the ability to obtain them;
 - (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - (3) satisfactory record of integrity and business ethics;
 - (4) necessary organization, experience, and skills or the ability to obtain them;
 - (5) necessary equipment and facilities or the ability to obtain them; and
 - (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.2 Addendum to Evaluation Factors - FAR and/or DOSAR Provision(s) not prescribed in Part 12

FAR 52.217-5 Evaluation of Options (JUL 1990) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5: Offeror Representations and Certifications

- 5.1 Offeror Representations and Certifications
 - 5.1.1 FAR 52.212-3 Offeror Representations and Certifications Commercial Items (OCT 2010)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision-

"Emerging small business" Reserved

- "Forced or indentured child labor" means all work or service— (1) Exacted from any person under the age of 18 under the menace
 - of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation,' as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern" - Reserved

"Small business concern" - Reserved

"Veteran-owned small business concern" - Reserved

"Women-owned business concern" - Reserved

"Women-owned small business concern" - Reserved

"Inverted domestic corporation,' as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to

be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

(b)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) - (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this

contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) - (g) Reserved

- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed \$100,000.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
 - (1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
 - (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
 - (4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
 - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability

when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).
 - (1) Listed end products: kitchen countertop and kitchen faucet.
 - (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i) (1) of this provision, then the offeror must certify to either (i) (2) (i) or (i) (2) (ii) by checking the appropriate block.]
 - [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced,

or manufactured in the corresponding country as listed for that product.

- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of Manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
 - (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) [] Outside the United States.
- (k) Reserved
- (1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
 - (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3)	Taxpayer			denti	fication	Number	(TIN).			
[]	TIN:	:							
Γ	1	TIN	has	been	applied	for.				

[] TIN is not required because:								
	[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income								
	effectively connected with the conduct of a trade or								
	business in the United States and does not have an								
	office or place of business or a fiscal paying agent								
	in the United States;								
	<pre>[] Offeror is an agency or instrumentality of a foreign government;</pre>								
	[] Offeror is an agency or instrumentality of the Federal Government.								
(4)	Type of organization.								
[] Sole proprietorship;								
[] Partnership;								
[<pre>[] Corporate entity (not tax-exempt);</pre>								
[] Corporate entity (tax-exempt);								
[] Government entity (Federal, State, or local);								
[] Foreign government;								
[] International organization per 26 CFR 1.6049-4;								
[] Other								
(5)	Common parent.								
` , [] Offeror is not owned or controlled by a common parent;								
[] Name and TIN of common parent:								
	Name:								
	TIN:								

- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations.
 - (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).
 - (2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.
- 5.2 Addendum to Offeor Representations and Certifications FAR and/or DOSAR Provisions not prescribed in Part 12
 - 5.2.1 The following Department of State Acquisition Regulation (DOSAR) provisions are provided in full text.

- 5.2.1.1 DOSAR 652.225-70 Arab League Boycott of Israel (AUG 1999)
 - (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
 - (1) taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) discriminating in the award of subcontracts on the basis of religion.
- 5.2.1.2 DOSAR 652.228-70 Defense Base Act Covered Contractor Employees (JUN 2006)
 - (a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

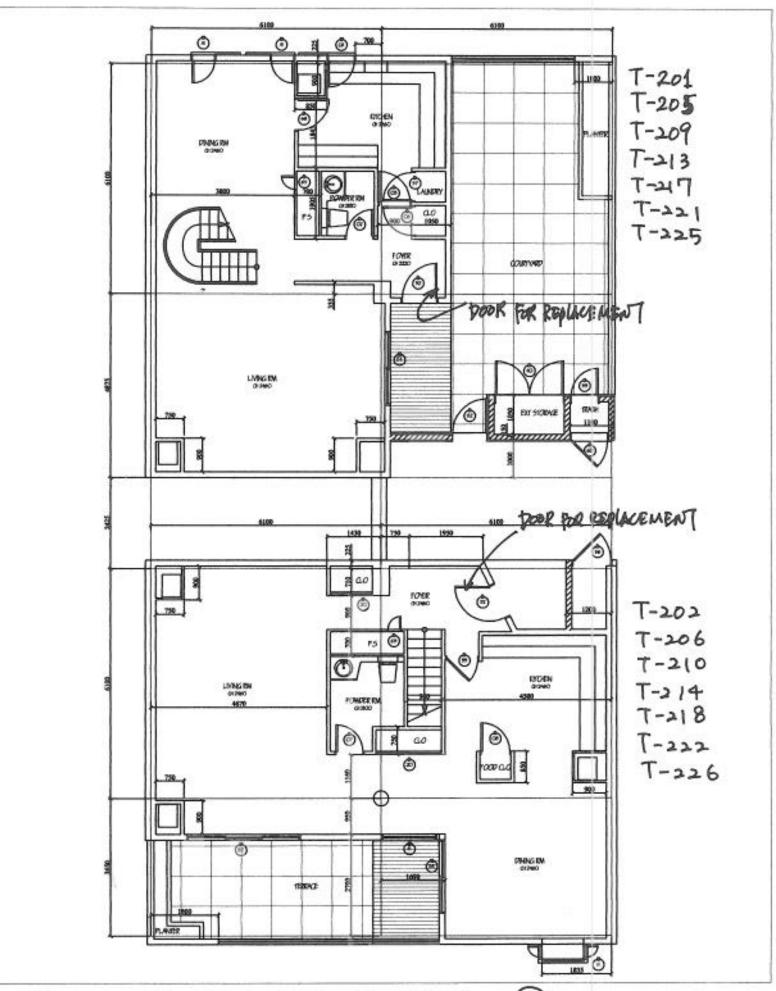
Category	Yes or No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United		
States, regardless of citizenship		
(3) Local nationals or third country		Local nationals:
nationals where contract performance		
takes place in a country where there are		Third Country
no local workers' compensation laws		Nationals:
(4) Local nationals or third country		Local nationals:
nationals where contract performance		
takes place in a country where there are		Third Country
local workers' compensation laws		Nationals:

- (b) The contracting officer has determined that for performance in the country of Japan.
 - \boxtimes Workers' compensation laws exist that will cover local nationals and third country nationals.
 - ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.
- (c) If the bidder/offeror has indicated "yes" in block (a) (4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

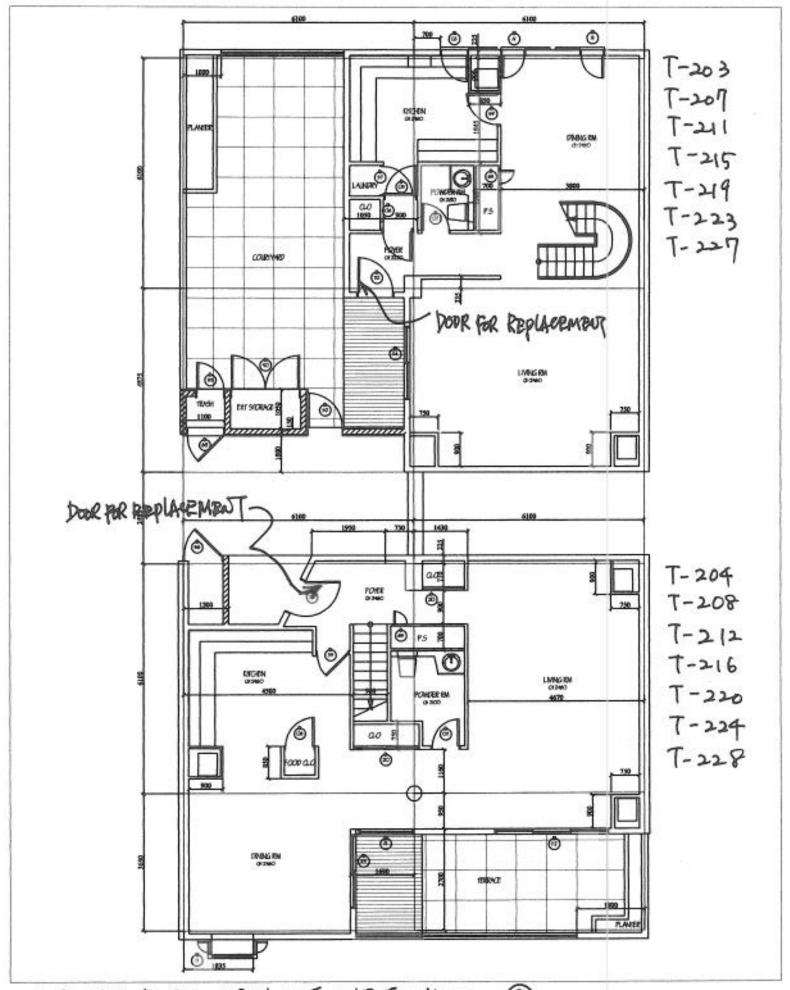
ATTACHMENT 1: Sample Task Order

ORDER FOR SUPPLIES OR SERVICES PAGE										OF	PAGES		
IMPORTANT: Mark all packages and papers with contract and/or or						nbers.				1			
1. DATE OF ORDER 2. CONTRACT NO. (If any)					6. SHIP TO:								
SJA800-11-D-1030					a. NAME OF CONSIGNEE								
3. ORDER NO. 4. REQUISITION/REFERENCE NO.				American Embassy-Tokyo b. STREET ADDRESS									
SJA800-11-D-1030-M001 5. ISSUING OFFICE (Address correspondence to)					b. Sireel Address 1-10-5 Akasaka								
	. ,	C 10)			c. CITY d. STATE e. ZIP CODE					F			
Amendani	Embassy-Tokyo				Minato-ku, Tokyo			a. 0.7	107-8420				
	7.	TO:			f. SHIP VIA						101-0-	120	
a. NAME OF CON	ITRACTOR												
(to be dete	ermined)				8. TYPE OF ORDER								
b. COMPANY NAI	ME									b. DELIVERY Except			
										r billing instructions on the reverse, this			
c. STREET ADDR	ESS							ing on the terms on both sides o		delivery order is subject to instructions contained on this side only of this form			
d. CITY		e. STATE	f. ZIP CODI							d is issued subject to the terms and			
u. OII I		e. OIAIL	STATE II. ZIP CODE			This order and on the attached sheet, if Any, including delivery as indicated.				conditions of the above-numbered contract.			
9. ACCOUNTING	AND APPROPRIATION DAT	<u>Г</u> А			10. REC	UISITIO	NING C	OFFICE					
Funds will	be obligated at the	time an ord	der is plac	ced.	FM								
	LASSIFICATION (Check app												
☐ a. SMA	∖LL □ b.	OTHER TH	HAN SMAL	L [c. DIS	ADVA	NTA	GED	☐ d. \	NOMEN-	OWNE	D	
12. F.O.B. POINT				14. GOVERNM	ENT B/L NO			DELIVER TO F.		16. DISC	OUNT TE	RMS	
								OR BEFORE (Da	ate)				
	13. PLACE OF			n/a	N			Net 30	let 30				
a. INSPECTION													
See Block 6	5. 500	Block 6.	17 SCHE	EDULE (Se	0 101/010	o for E	Poios	ationa)					
			IT. SCITE	LDULL (Se	e revers	QUAN		110113) 	UNIT			QUANTITY	
ITEM NO. (a)		SUPPLIES OF				ORDEI (c)		UNIT (d)	PRICE (e)	AMOUN (f)	Т	ACCEPTED (g)	
1	Task Order Purs	,	<u> </u>	of FAR 52.3	216-18							(3)	
	Task Order. Pursuant to the authority of FAR 52.2 Ordering, the Contractor shall perform door replace												
	services for the Ar												
	Compound in acco	ordance wi	th the terr	ms and cond	ditions								
	of the contract.												
	Location: Room N						Set						
	Work Schedule: (month, day, year)												
	18. SHIPPING POINT 19. GROSS SHIPPING WEIGH					T 20. INVOICE NO.					17(h) TOT.		
255													
SEE BILLING INSTRUCTIONS	21. MAIL INVOICE TO:										(Cont.		
	Financial Management Office										pages)		
ON	b. STREET ADDRESS (or P.O. Box)												
REVERSE	1-10-5 Akasaka										◆ 17(i) GRAND		
	c. CITY d. STA					e. ZIP CODE							
	Minato-ku, Tokyo					107-8420					TOTAL		
77 HMHED STATES OF B							23. NAME (Typed)						
AMERICA BY (Signature)					Michael D. Lampel								
AWENION DI (Olginaturo)					CONTRACTING/ORDERING OFFICER								

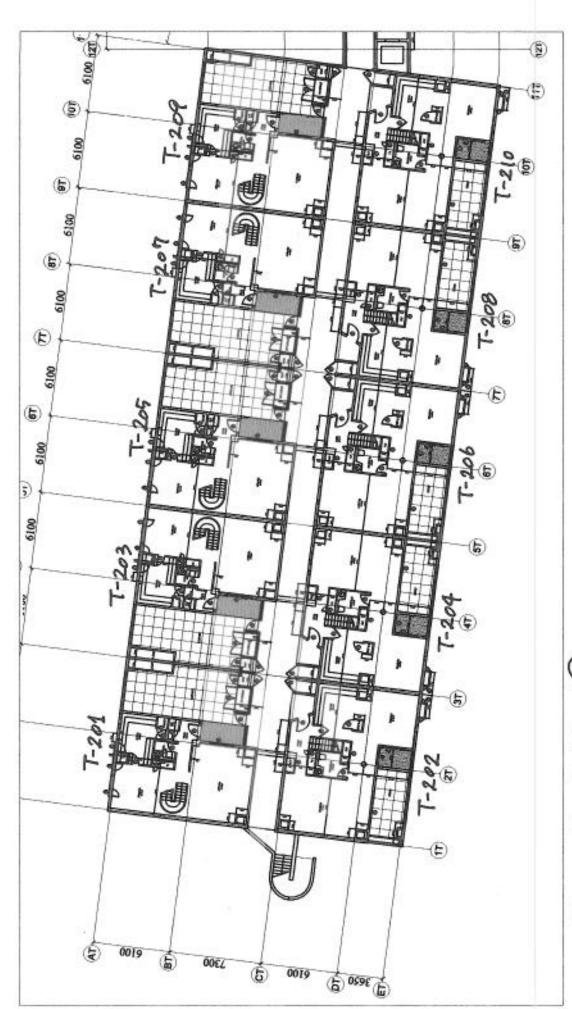




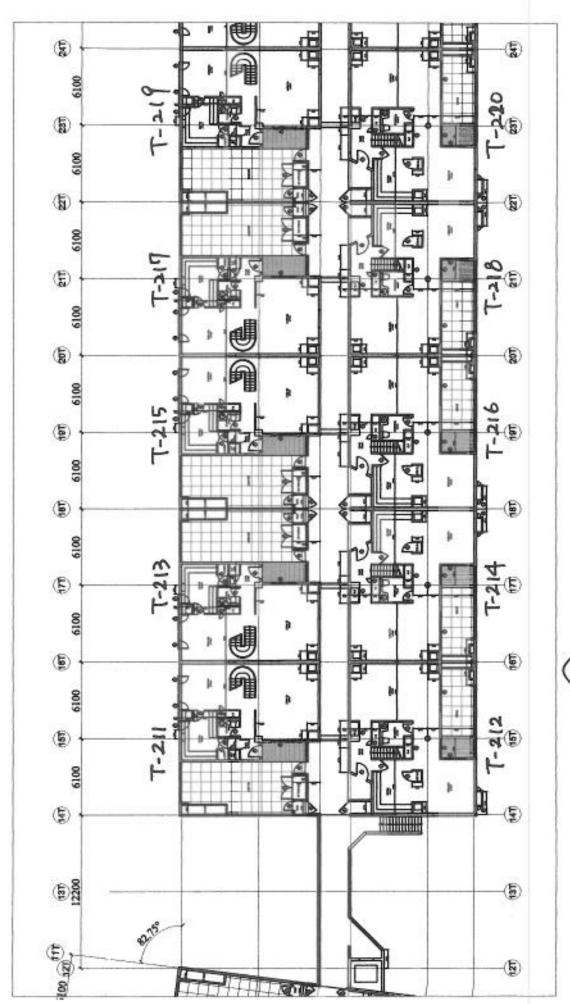
ENTERCE DOOR LOCATION OF TEMPLE TOWNHOUSE - 1



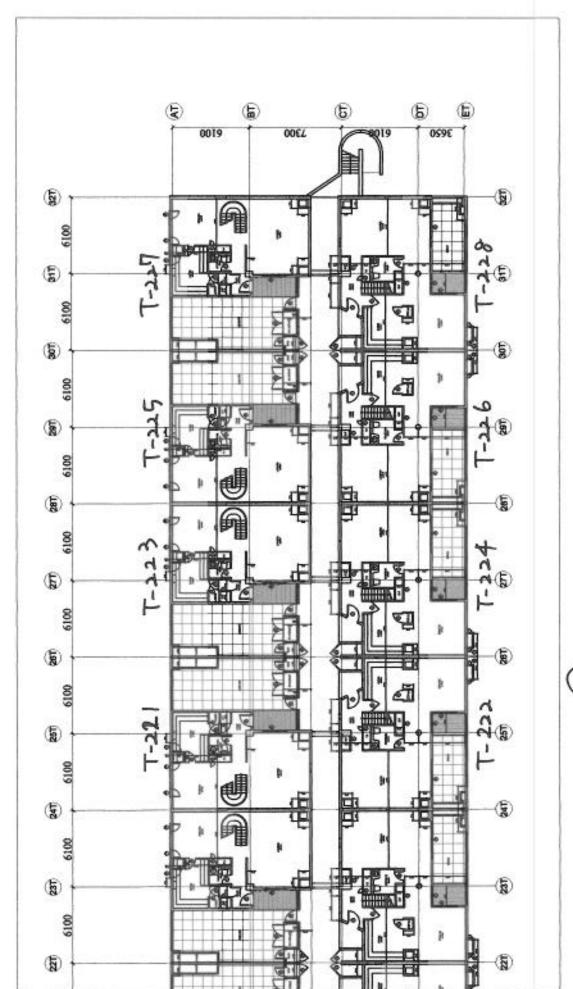
ENTERNUE DOOR LOCATION OF TEMPLE TOWNHOUSE -2



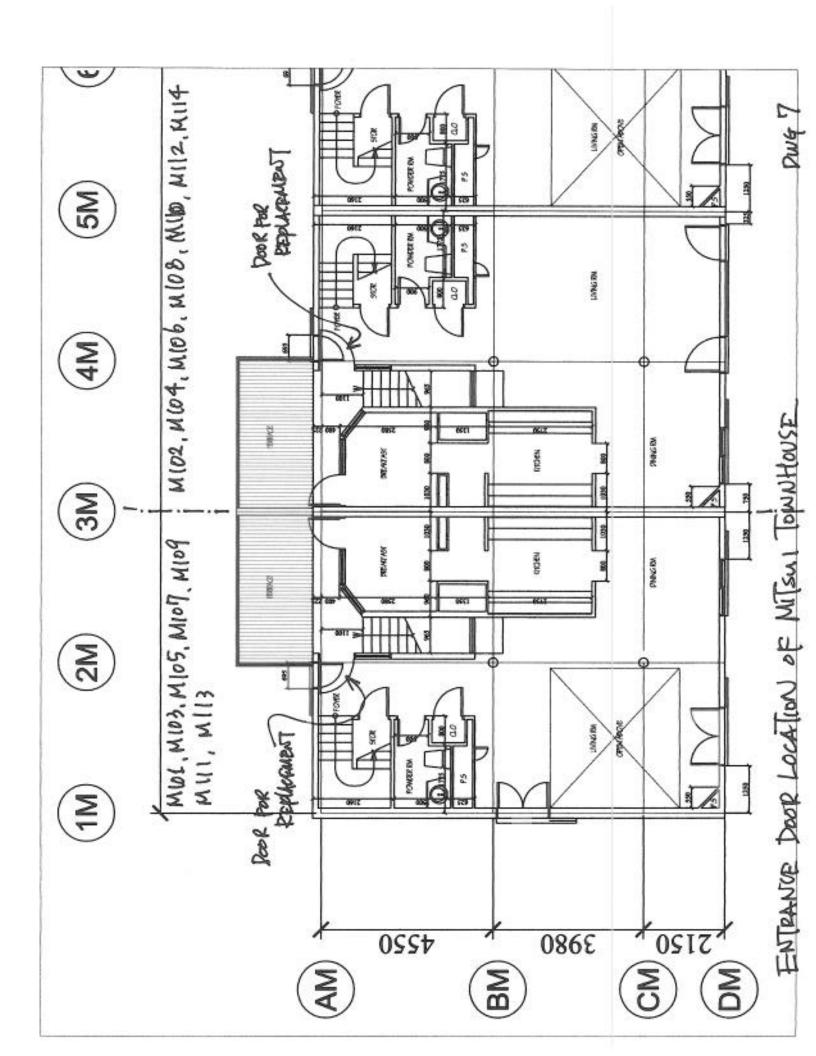
TEMPLE TOWNHOUSE -(1)

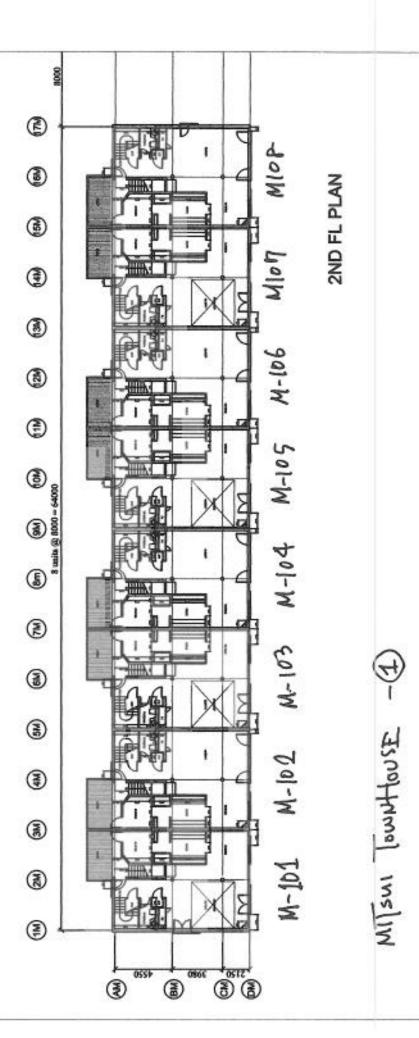


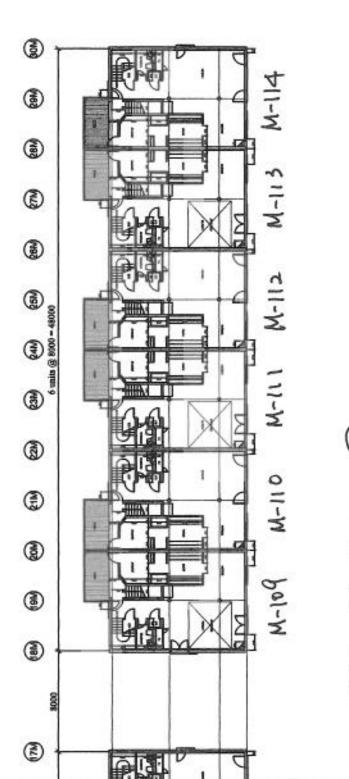
TEMPLE TOWNHOUSE -(2)



TEMPLE TOWNHOUSE -(3)







MITSUN TOWNHOUSE -(2)